

**AGRICULTURAL BANK OF CHINA LIMITED,
HONG KONG BRANCH (the “Bank”)**

Notice to Customers relating to Personal Data (Privacy) Ordinance (the “Ordinance”)

(a) **Data supplied by customers**

From time to time, it is necessary for customers to supply the Bank with their personal and other necessary data in connection with the establishment or continuation of accounts or credit and banking facilities with, or the provision of other present and future services by, the Bank.

(b) **Other instances of data collection by Bank**

Customers’ data are also collected in the ordinary course of the banking relationship, for example, when customers write cheques or deposit money or receive banking, credit, financial and investment services from the Bank.

(c) **Data not supplied by customers**

Failure to supply such data may result in the Bank being unable to establish or continue such accounts or credit and banking facilities, or provide such present and future services.

(d) **Purposes for data collection**

The purposes for which such collected data may be used are as follows:-

- (i) the daily operation of the Bank’s services and credit and banking facilities;
- (ii) conducting “Know Your Customer” checks, credit checks at the time of application for credit facilities and during regular or special credit reviews which normally will take place once or more each year;
- (iii) creating and maintaining the Bank’s credit scoring models;
- (iv) assisting other financial institutions to conduct credit checks and collect debts;
- (v) ensuring ongoing credit worthiness of customers;
- (vi) designing the following services and products of the Bank and the Bank’s group companies:
 - (1) financial, insurance, credit card, banking, investment and related services and products; and
 - (2) reward, loyalty or privileges programmes and related services and products;
- (vii) determining amounts owed to or by customers;
- (viii) collection of amounts outstanding from customers and those providing security for customers’ obligations;
- (ix) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Bank or any of its branches or that it is expected to comply according to:
 - (1) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future;
 - (2) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future;
 - (3) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Bank or any of its branches by reason of its financial, commercial business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;
- (x) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the group of the Bank and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
- (xi) enabling any proposed or actual assignee of the Bank or any part of the Bank’s shareholding or operation, or transferee, participant or sub-participant of the Bank’s rights in any transaction with any customer to evaluate or review its proposed or actual assignment, participation or sub-participation; and
- (xii) all purposes directly relating to the above.

(e) **Disclosure of data**

Such data held by the Bank will be kept confidential, but may be provided to the following parties for the purposes set out in paragraph (d):-

- (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, data processing, mailing, telemarketing, direct sales, call centre, payment or securities clearing or other services to the Bank in connection with the operation of the Bank’s business;
- (ii) any other person under a duty of confidentiality to the Bank including a group company of the Bank which has undertaken to keep such information confidential;
- (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
- (iv) credit reference agencies, and, in the event of default, to debt collection agencies;
- (iv) any person to whom the Bank is under an obligation to make disclosure under the requirements of any law binding on or applying to the Bank or any of its branches, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Bank or any of its branches are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank or any of its branches with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside Hong Kong Special Administrative Region and may be existing currently and in the future;
- (v) any proposed or actual assignee of the Bank or any part of the Bank’s shareholding or operation, or transferee, participant or sub-participant of the Bank’s rights in any transaction with any customer; and
- (vii)
 - (1) the Bank’s group companies;
 - (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (3) third party reward, loyalty, co-branding and privileges programme providers;
 - (4) co-branding partners of the Bank and the Bank’s group companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);

- (5) charitable or non-profit making organisations; and
- (6) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph (d)(vii) above.

Such data may be transferred to a place outside Hong Kong.

(f) **Use of data in connection with mortgages**

With respect to data in connection with mortgages applied by a customer (whether as a borrower, mortgagor or guarantor and whether in the customer's sole name or in joint names with others) on or after 1 April 2011, the following data relating to the customer (including any updated data of any of the following data from time to time) may be provided by the Bank, on its own behalf and/or as agent, to a credit reference agency:

- (i) full name;
- (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the customer's sole name or in joint names with others);
- (iii) Hong Kong Identity Card Number or travel document number;
- (iv) date of birth;
- (v) correspondence address;
- (vi) mortgage account number in respect of each mortgage;
- (vii) type of the facility in respect of each mortgage;
- (viii) mortgage account status in respect of each mortgage (e.g. active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
- (ix) if any, mortgage account closed date in respect of each mortgage.

The credit reference agency will use the above data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by the customer with credit providers in Hong Kong, as borrower, mortgagor or guarantor respectively and whether in the customer's sole name or in joint names with others, for sharing in consumer credit database of the credit reference agency by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

(g) **Rights of customers on data collected**

Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any customer has the right:-

- (i) to check whether the Bank holds data about him and of access to such data;
- (ii) to require the Bank to correct any data relating to him which is inaccurate;
- (iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
- (iv) to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and
- (v) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to any credit reference agency, to instruct the Bank upon termination of an account by full repayment to make a request to the credit reference agency to delete such data from its database, as long as the instruction is given within 5 years of termination and at no time did the account have a default of payment lasting in excess of 60 days within 5 years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of accounting data by the Bank to a credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).

(h) **Use of data in case of default payment**

- (i) In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph (h)(v) above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.
- (ii) In the event any amount in an account is written-off due to bankruptcy order being made against a customer, the account repayment data (as defined in paragraph (h)(v) above) may be retained by the credit reference agency, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the customer with evidence to the credit reference agency, whichever is earlier.

(i) **Payment of reasonable fee to Bank for data access request**

In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.

(j) **Bank's contact particulars**

The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follows:

The Data Protection Officer
 Agricultural Bank of China Limited, Hong Kong Branch
 25/F, Agricultural Bank of China Tower,
 50 Connaught Road Central, Hong Kong
 Telephone: 2861 8046
 Fax: 2866 0133

(k) **Credit reference agency**

The Bank may have obtained a credit report on the customer from a credit reference agency in considering any application for credit. In the event the customer wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.

(l) **Customers' rights under the Ordinance**

Nothing in this Notice shall limit the rights of customers under the Personal Data (Privacy) Ordinance.

April 2014

中國農業銀行股份有限公司香港分行（「銀行」）

關於個人資料(私隱)條例(「條例」)致客戶通知

- (a) **客戶提供資料**
就銀行開立或延續賬戶、信貸及銀行融通或提供現時或將來服務，客戶需要不時向銀行提供有關的個人及其他需要資料。
- (b) **銀行收集資料的其他情況**
客戶與銀行在正常業務運作中，銀行亦會收集客戶的資料，例如，當客戶開出支票或存款時，或接受銀行之銀行、信貸、財政及投資服務時。
- (c) **客戶未能提供資料**
若未能向銀行提供該等資料可能會導致銀行無法開立或延續該等賬戶或信貸及銀行融通、或銀行所提供該等現時或將來服務。
- (d) **收集資料之用途**
該等收集得之資料可能會用於下列用途：
(i) 銀行服務和信貸及銀行融通所涉及之日常運作；
(ii) 進行「認識你的客戶」之調查，在客戶申請信貸時進行的信貸調查，及每年進行一次或多於一次定期或特別信貸審查；
(iii) 編製及維持銀行的信貸評分模式；
(iv) 協助其他金融機構進行信用檢查及追討債務；
(v) 確保客戶維持可靠信用；
(vi) 設計銀行及銀行集團公司以下服務及產品：
(1) 金融，保險，信用卡，銀行，投資及有關的服務和產品；及
(2) 獎勵，忠誠或特權計劃和有關的服務和產品；
(vii) 確定銀行對客戶或客戶對銀行的負債款額；
(viii) 向客戶及為客戶的債務提供抵押的人士追討欠款；
(ix) 履行根據下列適用於銀行或其任何分行或銀行或其任何分行被期望遵守的就披露及使用資料的義務、規定或安排：
(1) 不論於香港特別行政區境內或境外及不論目前或將來存在的對其具法律約束力或適用的任何法律；
(2) 不論於香港特別行政區境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的任何指引或指導；
(3) 銀行因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關，或自律監管或行業組織或協會的司法管轄區有關的金融、商業、業務或其他利益或活動，而向該等本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會承擔或被彼等施加的任何目前或將來的合約或其他承諾；
(x) 遵守銀行集團公司為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動的任何方案就於銀行集團公司內共用資料及資訊及/或資料及資訊的任何其他使用而指定的任何義務、要求、政策、程序、措施或安排；
(xi) 就建議受讓或已經受讓之銀行或其部分股權或營運，或對建議或已經承讓、參與或附屬參與之銀行對其客戶交易的權利，使建議或已實現之受讓人、承讓人、參與人或附屬參與人可分別對擬承讓、參與或附屬參與的交易作出評核及審查；及
(xii) 與上述直接有關的用途。
- (e) **資料披露**
該等被銀行持有的資料會受保密，但可被提供給下述各方作第(d)段列出的用途：
(i) 任何對銀行業務運作有關並向銀行提供行政、電訊、電腦、資料處理、郵寄、電話銷售、直接銷售、召喚中心、付款或證券結算或其他服務的代理人、承包商及第三方服務供應者；
(ii) 任何對銀行負有保密責任的人，包括銀行集團內已承諾保持該資料保密的公司；
(iii) 付款銀行向出票人提供已付款支票的副本（而其中可能載有關於收款人的資料）；
(iv) 信貸資料服務調查機構，而在客戶欠賬時，則可將該等資料提供給債務追收代理；
(v) 銀行在根據對銀行或其任何分行具法律約束力或適用的任何法律規定，或根據及為符合任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的並期望銀行或其任何分行遵守的任何指引或指導，或根據銀行或其任何分行向本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會的任何合約或其他承諾(以上不論於香港特別行政區境內或境外及不論目前或將來存在的)，而有義務或以其他方式被要求向其披露該等資料的任何人士；
(vi) 任何對銀行或其部分股權或營運，或銀行對其客戶享有的權利之建議或已實現之受讓人、承讓人、參與人或附屬參與人；及
(vii) (1) 銀行集團成員公司；
(2) 第三方金融機構、承保人、信用卡公司、證券及投資服務供應商；
(3) 第三方獎賞、客戶或會員、合作品牌及優惠計劃供應商；
(4) 銀行及銀行集團成員公司之合作品牌夥伴(該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明)；
(5) 慈善或非牟利機構；及
(6) 就以上(d)(vii)段列明的用途而被銀行任用之第三方服務供應商(包括但不限於寄件中心、電訊公司、電話促銷及直銷代理人、電話中心、資料處理公司及資訊科技公司)。
這些資料可能被轉移到香港以外的地方。

(f) **在按揭業務使用資料**

就客戶(不論以借款人、按揭人或擔保人身分,以及不論以客戶本人單名或與其他人士聯名方式)於2011年4月1日當日或以後申請的按揭有關的資料,銀行可能會把下列客戶資料(包括不時更新任何下列資料的資料)以銀行及/或代理人的名義提供予信貸資料服務機構:

- (i) 全名;
- (ii) 就每宗按揭的身分(即作為借款人、按揭人或擔保人,及以客戶本人單名或與其他人士聯名方式);
- (iii) 香港身分證號碼或旅遊證件號碼;
- (iv) 出生日期;
- (v) 通訊地址;
- (vi) 就每宗按揭的按揭帳戶號碼;
- (vii) 就每宗按揭的信貸種類;
- (viii) 就每宗按揭的按揭帳戶狀況(如有效、已結束、已撇帳(因破產令導致除外)、因破產令導致撇帳);及
- (ix) 就每宗按揭的按揭帳戶結束日期(如適用)。

信貸資料服務機構將使用上述由本行提供的資料統計客戶(分別以借款人、按揭人或擔保人身分,及以客戶本人單名或與其他人士聯名方式)不時於香港信貸提供者間持有的按揭宗數,並存於信貸資料服務機構的個人信貸資料庫內供信貸提供者共用(須受根據條例核准及發出的個人信貸資料實務守則的規定所限)。

(g) **客戶對收集資料之權利**

根據條例中的條款及根據條例核准和發出的個人信貸資料實務守則,任何客戶有權:

- (i) 查閱銀行是否持有他的資料及查閱該等資料;
- (ii) 要求銀行改正任何有關其不準確的資料;
- (iii) 查明銀行對於資料的政策及慣例和獲告知銀行持有的個人資料種類;
- (iv) 查詢並獲銀行告知何等資料會經常向信貸資料服務機構或債務追收代理披露,及獲銀行提供進一步資料,籍以向有關信貸資料服務機構或債務追收代理提出查閱及改正資料要求;及
- (v) 就銀行向信貸資料服務機構提供的任何帳戶資料(為免生疑問,包括任何帳戶還款資料),於悉數清償欠款而結束帳戶時,指示銀行要求該信貸資料服務機構,從資料庫刪除銀行曾經提供的帳戶資料,惟是項指示需於結束帳戶後5年內提出,而該帳戶在緊接結束之前5年內,並無拖欠超過60天的欠款。帳戶還款資料包括上次到期的還款額,上次報告時間(即緊接銀行上次向信貸資料服務機構提供帳戶資料前不多於31日的期間)所作還款額,剩餘可用作信貸額或未償還數額及欠款資料(即過期欠款額及逾期還款日數,清還過期欠款的日期,及全數清還拖欠為期超過60日的欠款的日期(如有))。

(h) **在處理欠款中使用資料**

- (i) 若有關貸款金額其後出現拖欠還款情況,除非拖欠金額由在拖欠日期起計60日屆滿前全數清還或撇帳(除了因破產令導致之外),否則由信貸資料機構所持有有關的還款資料(定義見上述(h)(v)段),將會在全數清還該拖欠後被信貸資料服務機構繼續保留五年。
- (ii) 如因被頒布破產令而導致任何金額被撇帳,不論其帳戶還款資料有否顯示任何拖欠為期超過60日的還款,其由信貸資料機構所持有的帳戶還款資料(定義見上述(h)(v)段)會在全數清還該拖欠還款後被信貸資料服務機構繼續保留五年,或由客戶提出證據通知信貸資料機構其已獲解除破產令後保留多五年(以較先出現的情況計)。

(i) **向銀行支付查閱資料要求之合理費用**

根據條例的條款,銀行有權就處理任何查閱資料的要求收取合理費用。

(j) **銀行負責人資料**

任何關於查閱或改正資料,或索取關於資料政策及慣例或所持有的資料種類的要求,應向下列人士提出:
資料保護主任

中國農業銀行股份有限公司香港分行
香港干諾道中五十號中國農業銀行大廈二十五樓

電話:(852) 2861 8046
傳真:(852) 2866 0133

(k) **信貸資料服務機構**

銀行在批核信貸申請時,可能參考由信貸資料服務機構提供有關資料當事人的信貸報告。假如資料當事人有意索取有關信貸報告,可要求銀行提供有關信貸資料服務機構的聯絡詳情。

(l) **客戶在條例下之權利**

本通知不會限制客戶在個人資料(私隱)條例下所享有的權利。

二〇一四年四月